



**IteI Rail Corporation**

550 California Street  
San Francisco, CA 94104  
(415) 984-4200

March 15, 1991

Hon. Sidney L. Strickland, Jr., Esq.  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Re: Amendment No. 11  
Amendment No. 12

1-078A057

10129 S+T

MAR 19 1991 2 45 PM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

On behalf of IteI Rail Corporation, the above instruments, in three (3) counterparts each, are hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$30 recordation fee.

Please record both Amendments under the Lease Agreement dated as of July 26, 1978, between IteI Rail Corporation and Minnesota, Dakota and Western Railroad Company, which was filed with the ICC on February 22, 1979, under Recordation No. 10129.

The parties to the enclosed document are listed below:

IteI Rail Corporation (Lessor)  
550 California Street  
San Francisco, California 94104

Minnesota, Dakota and Western Railroad Company (Lessee)  
International Falls, Minnesota 56649

Amendment No. 11 reinstates ninety-seven (97) BN boxcars subject to an expired sublease under reporting marks MDW 4000-4096. Amendment No. 12 adds to the Lease Agreement fifty-one (51) 50'6", 100-ton, Plate F boxcars bearing reporting marks MDW 2100-2150.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

*Patricia Schumacker*

Patricia Schumacker  
Legal Assistant

10129-8

MAR 19 1991 2 45 PM

AMENDMENT NO. 11 TO LEASE AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 11 ("Amendment") to that certain Lease Agreement, as amended (the "Agreement"), made as of July 26, 1978 between ITEL RAIL CORPORATION, as successor in interest to ITEL Corporation, Rail Division, as lessor ("Lessor"), and MINNESOTA, DAKOTA & WESTERN RAILWAY COMPANY as lessee ("Lessee"), is made as of this 12th day of November 1990 between Lessor and Lessee.

RECITALS:

- A. Lessor and Lessee are parties to the Agreement pursuant to which Lessor has leased to Lessee a number of boxcars as described on the Equipment Schedules attached to the Agreement (the "Boxcars").
- B. Lessor consented to Lessee entering into a sublease with the Burlington Northern Railroad Company (the "BN Sublease") pursuant to which 97 Boxcars from the MDW 6000 series were remarked to the reporting marks and numbers BN 377124-377222 (nonsequential; the "BN Boxcars").
- C. The BN Sublease expired on June 30, 1990. Lessor and Lessee desire to reinstate the BN Boxcars under the terms of the Agreement under the reporting marks and numbers MDW 4000-4096 and to allow certain other parties to use a number of the BN Boxcars.

NOW, THEREFORE, the parties hereto agree to amend the Agreement as follows:

- 1. All terms defined in the Agreement shall have their defined meanings when used in this Amendment.
- 2. The effective date of this Amendment with respect to each BN Boxcar, shall be the date on which such BN Boxcar is remarked to MDW reporting marks.
- 3. The attached Schedule J shall be added to and made part of the Agreement.
- 4. With respect to the Boxcars described on Schedule J only, the following shall apply instead of Subsection 2.A. of the Agreement: "The term of the Agreement with respect to each Boxcar described on Schedule J shall commence at 12 noon on the date such Boxcar is remarked ('Delivery') and shall expire as to all such Boxcars three (3) years from the earlier of (a) the date the last such Boxcar was remarked or (b) one hundred twenty (120) days after the first such Boxcar was remarked (the 'Term'). Upon the delivery of the final Boxcar, Lessor shall provide Lessee with a Certificate of Delivery that shall contain the date each Boxcar was remarked and the expiration date of the Term with respect to all Boxcars on Schedule J. Each date on such Certificate shall be deemed accurate, final and binding unless Lessee disputes such date in writing within 14 calendar days of receipt by Lessee of such Certificate."
- 5. With respect to the Boxcars described on Schedule J only, Subsection 3.A. of the Agreement as amended by Amendment No. 7 shall apply except that: (a) the following shall apply instead of the fourth sentence: ~~"Fifty-six~~

*[Handwritten signature]*

4/11/90  
~~(56)~~ of the Boxcars shall be modified to XPs, six (6) of which shall be moved to the lines of CP Rail and fifty (50) of which shall be moved to the lines of the Kansas City Southern Railway Company ('KCS') at no cost to Lessee as soon as is consistent with mutual convenience and economy." and (b) the following shall apply instead of the last sentence of such amended Subsection 3.A.: "For the purposes hereof, the term 'Initial Loading', as to each Boxcar that is moved either to CP Rail or to the KCS, shall mean 'the date such Boxcar is first interchanged to either the KCS or CP Rail'."

6. Subsection 3.C. as amended by Amendment No. 7 shall likewise apply to the Boxcars described on Schedule J.
7. Lessor consents to Lessee's entering into a use agreement with CP Rail for six (6) Boxcars (the "CP Agreement") and with the KCS for fifty (50) Boxcars (the "KCS Agreement") provided that (a) such use agreements are in the formats attached hereto as Exhibits A and B, (b) Lessor shall perform Lessee's duties under such use agreements except Paragraph 5 therein; (c) Lessee shall, only upon Lessor's instructions or consent, exercise its option to terminate, extend, renegotiate or request free storage under such use agreements, and (d) Lessee shall, if directed by Lessor, assign Lessee's interest in each such agreement to any party designated by Lessor.
8. With respect to the Boxcars described on Schedule J, Paragraph 8 of Amendment No. 7 shall apply except that (a) "Schedule H.1" shall be replaced by "Schedule J" each time such words appear; (b) " " shall be replaced by " " ; and (c) Subsection 7.A.(ii) shall be replaced by: "(ii) In the event that the Payments earned by the Boxcars described on Schedule J in the aggregate during any calendar year exceed the Itel Base Rent, Lessor shall receive an amount equal to the Itel Base Rent and of the amount in excess of the Itel Base Rent, and Lessee shall receive an amount equal to of the amount in excess of the Itel Base Rent."
9. With respect to the Boxcars described on Schedule J, Paragraph 10 of Amendment No. 7 shall apply except that (a) "January 1986" shall be replaced by "July 1990", and (b) " " shall be replaced by " " .
10. Nothing herein contained shall be deemed (a) to constitute a waiver or otherwise modify, affect or impair any sums due to Lessor or Lessee with respect to any Boxcar, including the Boxcars described on Schedule J, under the terms and conditions of the Agreement, or (b) to constitute a waiver or otherwise modify, affect or impair the power, rights or remedies vested in or available to Lessor or Lessee with respect to any Boxcar under the terms and conditions of the Agreement.
11. Except as expressly modified by this or any other Amendment, all terms and

provisions of the Agreement shall remain in full force and effect with respect to all Cars subject to the Agreement.

12. This Amendment may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

Each party, pursuant to due corporate authority, has caused this Agreement to be executed by its authorized officer, and each of the undersigned declares pursuant to 28 U.S.C. Section 1746 under penalty of perjury that the foregoing is true and correct and was executed on the date indicated below its signature.

ITEL RAIL CORPORATION

MINNESOTA, DAKOTA & WESTERN  
RAILWAY COMPANY

By: Mike Smith  
Title: VP SALES  
Date: 11/12/90

By: RW Walters  
Title: Vice President  
Date: 10/29/90

# SCHEDULE J

ITEL RAIL CORPORATION hereby leases the following Cars to MINNESOTA, DAKOTA & WESTERN RAILWAY COMPANY pursuant to that certain Lease Agreement dated as of July 26, 1978, as amended.

AAR Mech. Desig.	Description	Reporting Marks and Numbers	Length	Inside Width	Height	Doors Width	No. of Cars
<del>XM</del> XP	100-Ton, Plate F Boxcars	MDW 4000- 4040	50' 6"	9' 6"	12' 10"	2-8' <del>Sliding</del> Plu. C	41
XP	100-Ton, Plate F Boxcars	MDW 4041- 4096	50' 6"	9' 6"	12' 10"	2-8' <del>Sliding</del> Plu. C	56

ITEL RAIL CORPORATION

By: Mike Smith

Title: VP SALES

Date: 11/12/90

MINNESOTA, DAKOTA & WESTERN  
RAILWAY COMPANY

By: Rwalea

Title: VP Sales

Date: 10/20/90

## RAILCAR USE AGREEMENT

THIS RAILCAR USE AGREEMENT ("Use Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 1990 between MINNESOTA, DAKOTA & WESTERN RAILWAY COMPANY ("Railroad") and CP RAIL ("User").

Railroad and User agree as follows:

1. Railroad shall provide User with 6, 50', 100-ton Plate F XP boxcars bearing Railroad's reporting marks (the "Cars"). Railroad shall provide User with the specific Car numbers in the Certificate of Delivery described in Section 3 below.
2. Upon Railroad's instruction, and not without Railroad's instruction, User shall place the Cars into an assignment pool on User's railroad lines as provided for in Car Service Rule 16 and under the provisions of Car Service Directive 145 of the Code of Car Service Rules, AAR Circular No. OT-10.
3. The term of this Use Agreement, with respect to each Car, shall commence on the date it is first interchanged to User's railroad lines ("Delivery") and shall expire as to all the Cars 12 months from the earlier of (a) the date on which the last Car was Delivered or (b) 60 days from the date the first Car was Delivered. Upon the Delivery of the final Car, Railroad or its agent shall provide User with a Certificate of Delivery that shall list the date each Car was Delivered and the expiration date for all the Cars. Each date on such certificate shall be deemed accurate, final and binding unless User disputes such date in writing within 14 calendar days of its receipt of the certificate.
4. User shall comply with the handling carrier's obligations under AAR Interchange Rules while the Cars are in User's possession.
5. If any Car returns to Railroad's line as a result of User not filing the assignment pool code properly, User shall be responsible for all costs associated with returning such Car to User. Railroad shall use its best efforts to prevent any Car from being interchanged onto its lines during the term of this Use Agreement, including advising Railroad's connecting carrier that the Cars have been placed into an assignment pool on User's lines and that the connecting carrier should not return such Cars to Railroad during the term of this Use Agreement.
6. Definitions:
  - a. "Eligible Lines" means the railroad lines owned and operated by User as of the date both parties execute this Use Agreement. If User's lines expand through purchase, User's merger with another railroad or otherwise or if User's lines are sold to and become lines of another railroad, then lines other than the Eligible Lines shall be deemed to be those of a foreign road for purposes of determining

EXHIBIT A

Revenues. If User sells or otherwise disposes of a part but not all of the railroad lines it owns and operates as of the date the parties execute this Use Agreement, "Eligible Lines" shall mean only that part retained by User.

- b. "Revenue Rates" means the hourly and mileage car hire rates prescribed by the ICC in any applicable period for each Car.
  - c. "Revenues" means the total revenues, calculated at the Revenue Rates, that are earned or due in any applicable period for the use or handling of the Cars on all railroad lines other than the Eligible Lines, including, but not limited to, hours and mileage, whether or not collected and received by Railroad, and undiminished by any claimed abatement, reduction or offset caused by any action or failure of User.
  - d. "Maintenance" means all repairs, maintenance, replacement of parts and mandated modifications needed to keep any Car in good working order and repair, suitable for loading and interchange and in accordance with the Interchange Rules, the Federal Railroad Administration ("FRA") rules and the rules of any other applicable regulatory body.
  - e. "Interchange Rules" means collectively the Field Manual of the AAR Interchange Rules and the Office Manual of the AAR Interchange Rules.
7. a. User shall be entitled to full per diem and mileage reclaim ("Reclaim")  
while the Cars are on the Eligible Lines. User shall furnish interchange records to Railroad as requested.
- B. Within 45 days after the end of each calendar month, User shall submit to Railroad a monthly reclaim statement ("Reclaim Statement") with respect to any Reclaim allowed during such month under the Use Agreement. Such Reclaim Statement shall include for each Car the applicable reporting marks and the time period such Car qualified for Reclaim.
- C. Reclaim with respect to this Use Agreement shall be handled in accordance with the Association of American Railroads Car Hire Rule 13, Section D.
- 8.
9. a. If as a result of any action or inaction by User (including but not limited to any abatement, reduction or offset claimed by a using or handling carrier), Railroad shall receive with respect to any calendar year amounts for the use or handling of the Cars on any

EXHIBIT A

railroad line other than the Eligible Lines which are less than the Revenues earned during such calendar year or are less than the amount the Cars would have earned at the Revenue Rates, User shall pay to Railroad within 10 days of Railroad's request the difference between the amount actually received and the Revenues such Cars would have earned at the Revenue Rates.

- b. If User operates lines other than the Eligible Lines, User shall supply Railroad with records that distinguish the movement of each Car on the Eligible Lines from the movement of such Car on any other lines operated by User.
  - c. Without Railroad's prior written approval, User shall not enter into any agreement with any party that affects the Revenues earned by any Cars.
  - d. Railroad may retain any amounts owed to or collected on behalf of User to offset any sums owed to Railroad by User.
10. User assumes responsibility for and agrees to pay, protect, defend, hold harmless and indemnify Railroad against taxes, levies, import duties or withholdings of any nature together with penalties, fines or interests thereon imposed on, or incurred by or asserted against the Cars or the revenues earned by the Cars during the term of this Use Agreement, including all taxes and withholdings imposed by any local, provincial, state, federal or national government, except taxes on paid-up capital or corporate income earned by Railroad.
11. During the term of this Use Agreement, Railroad may, at its expense, replace any or all Cars with similar cars upon not less than 10 days prior written notice to User.
12. a. Railroad shall at its expense perform in a timely manner all Maintenance. Such Maintenance, however, shall be at User's expense if it was occasioned by (i) damage (which shall not include ordinary wear) while in User's or User's shipper's possession or control, (ii) damage occurring from use other than permitted under this Use Agreement, or (iii) damage for which User would be responsible under the Interchange Rules had the Car been a foreign car (including damage not noted at time of interchange to User). User shall promptly notify Railroad of any Maintenance required, providing the time, place and nature of any accident or bad order condition.
- b. To facilitate continued immediate use of any Car, User may make running repairs (using User's own employees, but not any private repair facility or any private contractor on User's property without the consent of Railroad) to those parts of any Car specified in the attached Exhibit A, but User shall not perform or cause to be performed any other Maintenance on any Car without Railroad's prior



EXHIBIT A

written consent. User shall submit a monthly invoice in AAR format for running repairs performed on any Car by User or by another railroad that has billed and received payment therefor from User.

13. a. Upon the expiration or other termination of this Use Agreement with respect to any Car, User shall remove the Cars from the provisions of Car Service Rule 16 and Car Service Directive 145. At its expense User shall return such Car to Railroad at the interchange point on User's lines designated by Railroad (the "Return Location"). User shall use best efforts to load such Car with freight and deliver it to a connecting carrier for shipment.
  - b. Each such Car shall be returned to Railroad (i) free of Rule 95 damage; and (ii) free from all accumulations or deposits from commodities transported in or on it while in the service of User.
  - c. User shall, at Railroad's option, provide up to 120 days free storage on its lines for any Car that is either on User's lines at expiration or other termination or is subsequently returned to User's lines.
  - d. If Railroad requests in writing the return of any Car and User fails to use best efforts to return such Car, User upon written notice from Railroad shall pay rent monthly equal to the amount such Car would earn both on the Eligible Lines if the Eligible Lines were the lines of a foreign road and off the Eligible Lines if the Car were off line 100% of the time and earning Hourly Revenues and Mileage Revenues at the Revenue Rates. User shall in addition keep all obligations required of User under this Use Agreement as though such expiration or other termination had not occurred. Nothing in this Section shall give User the right to retain possession of any Car after expiration or other termination of this Use Agreement with respect to such Car.
14. User's rights shall be subject and subordinate to the rights and remedies of any lender, owner or other party which finances the Cars.
  15. Any notices required or permitted to be given hereunder shall be deemed given when sent by telecopy or telex or made in writing, deposited in United States mail, registered or certified, postage prepaid, addressed to:

Railroad:

Director, Car Hire Accounting  
Minnesota, Dakota & Western  
Railway Company  
550 California Street  
San Francisco, CA 94104

User:

Mr. Ted Gemmell  
Assistant Chief of Transportation  
CP Rail  
Windsor Station  
Montreal, Quebec, Canada H3C 3E4

EXHIBIT A

or to such other addresses as Railroad and User may from time to time designate.

16. This Use Agreement may not be modified, altered, or amended, except by an agreement in writing signed by the parties.
17. This Use Agreement may be executed in three counterparts and such counterparts together shall constitute one and the same contract.

MINNESOTA, DAKOTA & WESTERN  
RAILWAY COMPANY

CP RAIL

By: RW Walker

By: \_\_\_\_\_

Title: Vice President

Title: \_\_\_\_\_

Date: 10/29/90

Date: \_\_\_\_\_

EXHIBIT A

## RUNNING REPAIRS

BOXCARS

Angle Cocks	Wheel Assemblies
Air Hose	Yokes
Train Line	Knuckles/Pins
Operating Levers and Brackets	Slack Adjuster
Sill Steps	Couplers
Grab Irons	Draft Gears
Brake Shoes	Coupler Carriers
	Center Plate Repair (Not
Brake Shoe Keys	Replacement of Center Plate)
Brake Connecting Pin	Cotter Keys
Brake Head Wear Plates	Roller Bearing Adapters
Air Brakes	Air Hose Supports
Hand Brakes	
Brake Beams and Levers	
Truck Springs	
Door Hardware (Not Replacement of Door)	

## RAILCAR USE AGREEMENT

THIS RAILCAR USE AGREEMENT ("Use Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 1990 between MINNESOTA, DAKOTA & WESTERN RAILWAY COMPANY ("Railroad") and THE KANSAS CITY SOUTHERN RAILWAY COMPANY ("User").

Railroad and User agree as follows:

1. Railroad shall provide User with 50, 50', 100-ton Plate F XP boxcars bearing Railroad's reporting marks (the "Cars"). Railroad shall provide User with the specific Car numbers in the Certificate of Delivery described in Section 3 below.
2. Upon Railroad's instruction, and not without Railroad's instruction, User shall place the Cars into an assignment pool on User's railroad lines as provided for in Car Service Rule 16 and under the provisions of Car Service Directive 145 of the Code of Car Service Rules, AAR Circular No. OT-10.
3. The term of this Use Agreement, with respect to each Car, shall commence on the date it is first interchanged to User's railroad lines ("Delivery") and shall expire as to all the Cars 36 months from the earlier of (a) the date on which the last Car was Delivered or (b) 60 days from the date the first Car was Delivered. Upon the Delivery of the final Car, Railroad or its agent shall provide User with a Certificate of Delivery that shall contain the date each Car was Delivered and the expiration date for all the Cars. Each date on such certificate shall be deemed accurate, final and binding unless User disputes such date in writing within 14 calendar days of its receipt of the certificate.
4. User shall comply with the handling carrier's obligations under AAR Interchange Rules while the Cars are in User's possession.
5. If any Car returns to Railroad's line as a result of User not filing the assignment pool code properly, User shall be responsible for all costs associated with returning such Car to User. Railroad shall use its best efforts to prevent any Car from being interchanged onto its lines during the term of this Use Agreement, including advising Railroad's connecting carrier that the Cars have been placed into an assignment pool on User's lines and that the connecting carrier should not return such Cars to Railroad during the term of this Use Agreement.
6. Definitions:
  - a. "Eligible Lines" means the railroad lines owned and operated by User as of the date both parties execute this Use Agreement. If User's lines expand through purchase, User's merger with another railroad or otherwise or if User's lines are sold to and become lines of another railroad, then lines other than the Eligible Lines shall be deemed to be those of a foreign road for purposes of determining

EXHIBIT B

Revenues. If User sells or otherwise disposes of a part but not all of the railroad lines it owns and operates as of the date the parties execute this Use Agreement, "Eligible Lines" shall mean only that part retained by User.

- b. "Revenue Rates" means the hourly and mileage car hire rates prescribed by the ICC in any applicable period for each Car.
  - c. "Revenues" means the total revenues, calculated at the Revenue Rates, that are earned or due in any applicable period for the use or handling of the Cars on all railroad lines other than the Eligible Lines, including, but not limited to, hours and mileage, whether or not collected and received by Railroad, and undiminished by any claimed abatement, reduction or offset caused by any action or failure of User.
  - d. "Maintenance" means all repairs, maintenance, replacement of parts and mandated modifications needed to keep any Car in good working order and repair, suitable for loading and interchange and in accordance with the Interchange Rules, the Federal Railroad Administration ("FRA") rules and the rules of any other applicable regulatory body.
  - e. "Interchange Rules" means collectively the Field Manual of the AAR Interchange Rules and the Office Manual of the AAR Interchange Rules.
7. a. User shall be entitled to full per diem and mileage reclaim ("Reclaim") while the Cars are on the Eligible Lines. User shall furnish interchange records to Railroad as requested.
- b. Within 45 days after the end of each calendar month, User shall submit to Railroad a monthly reclaim statement ("Reclaim Statement") with respect to any Reclaim allowed during such month under the Use Agreement. Such Reclaim Statement shall include for each Car the applicable reporting marks and the time period such Car qualified for Reclaim.
- c. Reclaim with respect to this Use Agreement shall be handled in accordance with the Association of American Railroads Car Hire Rule 13, Section D.
- 8.
9. a. If as a result of any action or inaction by User (including but not limited to any abatement, reduction or offset claimed by a using or handling carrier), Railroad shall receive with respect to any calendar year amounts for the use or handling of the Cars on any

EXHIBIT B

railroad line other than the Eligible Lines which are less than the Revenues earned during such calendar year or are less than the amount the Cars would have earned at the Revenue Rates, User shall pay to Railroad within 10 days of Railroad's request the difference between the amount actually received and the Revenues such Cars would have earned at the Revenue Rates.

- b. If User operates lines other than the Eligible Lines, User shall supply Railroad with records that distinguish the movement of each Car on the Eligible Lines from the movement of such Car on any other lines operated by User.
  - c. Without Railroad's prior written approval, User shall not enter into any agreement with any party that affects the Revenues earned by any Cars.
  - d. Railroad may retain any amounts owed to or collected on behalf of User to offset any sums owed to Railroad by User.
10. During the term of this Use Agreement, Railroad may, at its expense, replace any or all Cars with similar cars upon not less than 10 days prior written notice to User.
11. a. Railroad shall at its expense perform in a timely manner all Maintenance. Such Maintenance, however, shall be at User's expense if it was occasioned by (i) damage (which shall not include ordinary wear) while in User's or User's shipper's possession or control, (ii) damage occurring from use other than permitted under this Use Agreement, or (iii) damage for which User would be responsible under the Interchange Rules had the Car been a foreign car (including damage not noted at time of interchange to User). User shall promptly notify Railroad of any Maintenance required, providing the time, place and nature of any accident or bad order condition.
- b. To facilitate continued immediate use of any Car, User may make running repairs (using User's own employees, but not any private repair facility or any private contractor on User's property without the consent of Railroad) to those parts of any Car specified in the attached Exhibit A, but User shall not perform or cause to be performed any other Maintenance on any Car without Railroad's prior written consent. User shall submit a monthly invoice in AAR format for running repairs performed on any Car by User or by another railroad that has billed and received payment therefor from User.
12. a. Upon the expiration or other termination of this Use Agreement with respect to any Car, User shall remove the Cars from the provisions of Car Service Rule 16 and Car Service Directive 145. At its expense User shall return such Car to Railroad at the interchange point on User's lines designated by Railroad (the "Return Location"). User

EXHIBIT B

shall use best efforts to load such Car with freight and deliver it to a connecting carrier for shipment.

- b. Each such Car shall be returned to Railroad (i) free of Rule 95 damage; and (ii) free from all accumulations or deposits from commodities transported in or on it while in the service of User.
  - c. User shall, at Railroad's option, provide up to 120 days free storage on its lines for any Car that is either on User's lines at expiration or other termination or is subsequently returned to User's lines.
  - d. If Railroad requests in writing the return of any Car and User fails to use best efforts to return such Car, User upon written notice from Railroad shall pay rent monthly equal to the amount such Car would earn both on the Eligible Lines if the Eligible Lines were the lines of a foreign road and off the Eligible Lines if the Car were off line 100% of the time and earning Hourly Revenues and Mileage Revenues at the Revenue Rates. User shall in addition keep all obligations required of User under this Use Agreement as though such expiration or other termination had not occurred. Nothing in this Section shall give User the right to retain possession of any Car after expiration or other termination of this Use Agreement with respect to such Car.
13. User's rights shall be subject and subordinate to the rights and remedies of any lender, owner or other party which finances the Cars. Financing agreements between such parties and Railroad determine whether Cars may be used in Canada or Mexico. Consequently, no use greater than temporary or incidental may be made of the Cars in Canada and no use may be made in Mexico without Railroad's prior written consent, which may be given if financing agreements so permit.
14. Any notices required or permitted to be given hereunder shall be deemed given when sent by telecopy or telex or made in writing, deposited in United States mail, registered or certified, postage prepaid, addressed to:

Railroad:

Director, Car Hire Accounting  
Minnesota, Dakota & Western  
Railway Company  
550 California Street  
San Francisco, CA 94104

User:

Mr. William L. Holmes  
Director Asset Utilization  
The Kansas City Southern  
Railway Company  
114 West 11th Street  
Kansas City, MO 64105-1804

or to such other addresses as Railroad and User may from time to time designate.

EXHIBIT B

15. This Use Agreement may not be modified, altered, or amended, except by an agreement in writing signed by the parties.
16. This Use Agreement may be executed in three counterparts and such counterparts together shall constitute one and the same contract.

MINNESOTA, DAKOTA & WESTERN  
RAILWAY COMPANY

THE KANSAS CITY SOUTHERN  
RAILWAY COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



EXHIBIT A

## RUNNING REPAIRS

BOXCARS

Angle Cocks	Wheel Assemblies
Air Hose	Yokes
Train Line	Knuckles/Pins
Operating Levers and Brackets	Slack Adjuster
Sill Steps	Couplers
Grab Irons	Draft Gears
Brake Shoes	Coupler Carriers
	Center Plate Repair (Not
Brake Shoe Keys	Replacement of Center Plate)
Brake Connecting Pin	Cotter Keys
Brake Head Wear Plates	Roller Bearing Adapters
Air Brakes	Air Hose Supports
Hand Brakes	
Brake Beams and Levers	
Truck Springs	
Door Hardware (Not Replacement of Door)	